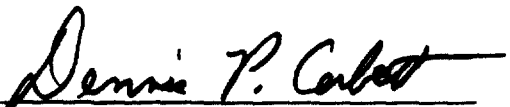


WHEREFORE, the above premises being considered, the above-captioned applicants respectfully request that the Commission grant this Joint Request, approve the universal settlement proposed herein and the Settlement Agreement attached hereto, grant the above-captioned application of Davis, and dismiss the above-captioned mutually exclusive application of Marri.

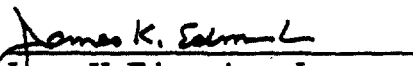
Respectfully submitted,

DAVIS TELEVISION FAIRMONT, LLC

By: 
Dennis P. Corbett

Leventhal, Senter & Lerman P.L.L.C.
2000 K Street, N.W.
Suite 600
Washington, DC 20006-1809
202-429-8970

MARRI BROADCASTING, L.P.

By: 
James K. Edmundson, Jr.

Law Offices of James K. Edmundson
1990 M Street, N.W.
Suite 510
Washington, DC 20036
202-822-1227

January 29, 1998

Joint Request Exhibit 1

Settlement Agreement

Attached hereto is a copy of the Settlement Agreement dated as of January 28, 1998, by and between Davis Television Fairmont, LLC and Marri Broadcasting, L.P.

SETTLEMENT AGREEMENT

This Agreement is made and entered into as of the 28th day of January, 1998, by and between Davis Television Fairmont, LLC ("Davis"), a Delaware limited liability company, and Marri Broadcasting, L.P. ("Marri"), a Delaware limited partnership (each, a "Party" and collectively, the "Parties").

WHEREAS, Davis and Marri have filed mutually exclusive applications for a construction permit for a new television broadcast station to operate on Channel 66 at Fairmont, West Virginia (the "Construction Permit"), which applications are pending before the Federal Communications Commission (the "Commission"); and

WHEREAS, the Parties recognize that it is in their best interest to avoid the time and expense of further litigation and that it is in the best interest of the public to hasten the initiation of a new television broadcast service to the residents of Fairmont, West Virginia, and to conserve Commission resources;

NOW, THEREFORE, in consideration of the foregoing, and subject to the terms and conditions set forth herein and to the prior approval of the Commission, the Parties agree as follows:

1. Marri agrees to dismiss its application with prejudice in accordance with the terms and conditions contained in this Agreement.
2. Within five (5) days after the execution of this Agreement, but in any event no later than January 30, 1998, the Parties shall file a joint request for approval of settlement (the "Joint Request") with the Commission seeking the following:

- (a) approval of this Agreement and the payment to Marri set forth in paragraph 3 below;
- (b) the dismissal with prejudice of Marri's application for the Construction Permit (BPCT-960920KS); and
- (c) a grant of Davis' application for the Construction Permit (BPCT-960920IY).

With the Joint Request, there shall be filed a copy of this Agreement and the declarations of one or more principals of each of the Parties to this Agreement setting forth the reasons why this Agreement is in the public interest, and stating that their applications were not filed for the purpose of reaching or carrying out a settlement. Each Party agrees to cooperate with the other and with the Commission by expeditiously providing the other and/or the Commission with any additional information that may be reasonably requested. Furthermore, each Party agrees to refrain from any act or omission that would impede the issuance of a Final Order granting the relief sought in the Joint Request. Should the Commission decline to approve any provision of this Agreement, the Parties shall make individual and joint good faith efforts to reform this Agreement so as to secure approval of an agreement which most nearly reflects the original intentions of the Parties as set forth herein and, if necessary, amend and resubmit this Agreement for approval by the Commission. This Agreement is further contingent upon: (i) the dismissal with prejudice of Marri's application for the Construction Permit; (ii) the grant of Davis' application for the Construction Permit by Final Order; and (iii) approval of this Agreement and the payments to Marri as set forth in paragraph 3 below. This Agreement is subject to the

Commission's approval by Final Order of (i), (ii) and (iii) above and shall be void at the written option of either Party hereto if no such Final Order is obtained within 3 years of the date hereof, in which event the Parties shall return to the status quo ante and the Settlement Amount (defined below) and all interest earned thereon shall be returned to Davis. For purposes of this Agreement, a "Final Order" shall be deemed to be an action by the Commission or its delegated authorities which, pursuant to the rules and regulations of the Commission and the Communications Act of 1934, as amended, is no longer subject to, or the subject of, administrative or judicial review, reconsideration or stay.

3. The Parties agree that upon satisfaction of all conditions set forth in paragraph 2, supra, Davis will pay Marri aggregate consideration in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) (the "Settlement Amount"), as follows:

- (a) Within five (5) business days after execution of this Agreement, Davis shall deposit the Settlement Amount with Gardner, Carton & Douglas, counsel for Marri and escrow agent hereunder (the "Escrow Agent"), to be held in accordance with the terms and conditions of this Agreement and the Settlement Escrow Agreement, annexed hereto as Exhibit A.
- (b) Within five (5) days after the Commission's grant of Davis' application for the Construction Permit becomes a Final Order, the Settlement Amount shall be paid by Escrow Agent to Marri and all

interest earned on the Settlement Amount shall be paid by Escrow Agent to Davis. If the Commission's grant of Davis' application for the Construction Permit does not become a Final Order, the Settlement Amount, plus all interest earned thereon shall be returned to Davis.

4. Any notice hereunder shall be in writing and any payment, notice or other communication shall be deemed given when delivered personally, or mailed by certified mail, postage prepaid, to the following or their respective designees:

If to Davis:

Mr. John Davis
Davis Television Fairmont, LLC
Suite 2800
2121 Avenue of the Stars
Los Angeles, CA 90067

and

Mr. Michael J. Seibert
Davis Television Fairmont, LLC
Suite 2800
2121 Avenue of the Stars
Los Angeles, CA 90067

With a copy (which shall not constitute notice) to:

Dennis P. Corbett, Esq.
Leventhal, Senter & Lerman, P.L.L.C.
Suite 600
2000 K Street, N.W.
Washington, D.C. 20006

If to Marri:

Marri Broadcasting, L.P.
c/o David P. Lampel
27 Topland Road
White Plains, NY 10606

With copies (which shall not constitute notice) to:

John E. Fiorini III, Esq.
Gardner, Carton & Douglas
1301 K Street, N.W.
East Tower, Suite 900
Washington, D.C. 20005-3317

and

James K. Edmundson, Esq.
1990 M Street, N.W.
Suite 510
Washington, D.C. 20036

5. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors, heirs and assigns. Each of the Parties represents and warrants that (i) it has the complete authority to enter into, execute and carry out this Agreement; and (ii) it is under no restrictions, contractual or otherwise, which prevent or preclude it from entering into, executing and carrying out this Agreement. Neither Party shall take any action, nor fail to take any required action, which may hinder the consummation of the transactions contemplated by this Agreement.

6. Davis may, in its sole discretion, amend its application for any purpose whatsoever, provided however that it may only make changes in its ownership which do not impede Commission grant of the Joint Request and provided further that the continuing entity will

be subject to all of Davis' obligations hereunder and will be legally, technically, financially and otherwise qualified to be the licensee of a television broadcast station at Fairmont, West Virginia.

7. The breach or failure to perform by either Party of any material covenant, action, condition or provision required under this Agreement, and the continuance of such breach or failure for a period of ten (10) days after written notice has been given by the Party not in default, shall constitute a default under this Agreement. In the event of a default by either Party, the Party not in default shall be entitled to specific performance of this Agreement, it being recognized by the Parties that other remedies that otherwise may be available would not be adequate to cure or compensate for such a default under this Agreement. If, as the result of an alleged breach or failure to perform by either Party of its obligations under this Agreement, the Party not in default employs an attorney to enforce or defend any of its rights or remedies under this Agreement, the prevailing Party shall be entitled to recover its reasonable costs incurred in such action, including but not limited to reasonable attorney's fees.

8. Notwithstanding any other provision of this Agreement, Davis shall diligently and in good faith seek a viable analog channel below Channel 60 to be allotted at Fairmont, West Virginia, as contemplated by the Commission in Paragraph 40 of its Report and Order, FCC 97-421, released January 6, 1998, in ET Docket No. 97-157 (the "Report and Order"), and diligently and in good faith seek to satisfactorily amend its application to specify such alternate channel (the "Alternate Channel Opportunity"). The failure of Davis to seek in good faith to avail itself of the Alternate Channel Opportunity or to seek in good faith to comply

with the Public Notice referred to in Paragraph 40 of the Report and Order shall be an event of default under Section 7 of this Agreement.

In the event Davis' efforts to find a viable Alternate Channel Opportunity are unsuccessful, Davis shall have the right, in its sole discretion, to elect to (i) declare in writing that this Agreement is terminated, with the Settlement Amount and all interest earned thereon to be returned promptly in that event to Davis, or (ii) deem any relief provided by Final Order by the Commission pursuant to reconsideration or review of the Report and Order to be the equivalent of receiving a grant of the Construction Permit on an analog channel other than Channel 66. In the event Davis notifies Marri in writing of such an election, the Parties agree to make all necessary amendments to the Joint Request to provide for its expeditious grant.

9. This Agreement and the exhibit hereto constitutes the only agreement between the Parties hereto with respect to the subject matter hereof, and contains all of the terms and conditions agreed to with respect to said subject matter, and supersedes any prior negotiations, agreements, or understandings between the Parties. The representations and warranties of the Parties shall survive the consummation of this Agreement.

10. This Agreement shall be interpreted and construed in accordance with the laws of the State of West Virginia applicable to transactions conducted entirely within that state, the Communications Act of 1934, as amended, and the Commission's rules. If any provision of this Agreement is declared unlawful or unenforceable by a court or administrative agency of competent jurisdiction, then this Agreement shall be read and enforced with the offending

provision deleted as if it had never been incorporated herein and with a substitute provision intended to accomplish to the maximum extent possible the intent of the Parties.

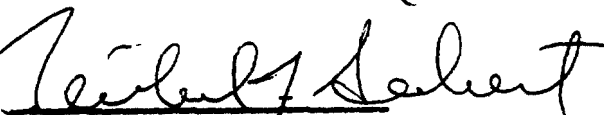
11. The waiver of any provision of this Agreement, or forbearance from enforcing any provision, by either Party shall not obligate that Party to waive or forbear from enforcing the same or any other provision.

12. This Agreement shall not be altered or amended except in writing signed by the Party against which enforcement is sought.

13. This Agreement may be signed in one or more counterparts, each constituting an original with full force and effect, but all constituting one and the same agreement. Facsimile copies of any signature on this Agreement shall be deemed and treated as if the facsimile signature is an original signature, with full force and effect.

The Parties hereto have executed this Settlement Agreement as of the date first written above.

DAVIS TELEVISION FAIRMONT, LLC

By: 
Name: Michael J. Seibert
Title: Vice President

MARRI BROADCASTING, L.P.

By: _____
Name: David P. Lampel
Title: Executive Vice President of its
General Partner, Marri
Broadcasting Corp.

-8-

provision deleted as if it had never been incorporated herein and with a substitute provision intended to accomplish to the maximum extent possible the intent of the Parties.

11. The waiver of any provision of this Agreement, or forbearance from enforcing any provision, by either Party shall not obligate that Party to waive or forbear from enforcing the same or any other provision.

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DAVIS TELEVISION FAIRMONT, LLC

By: _____
Name: Michael J. Seibert
Title: Vice President

MARRI BROADCASTING, L.P.

By: 
Name: David P. Lampel
Title: Executive Vice President of its
General Partner, Marri
Broadcasting Corp.